



COUNTY OF LOS ANGELES COMMISSION ON HUMAN RELATIONS

Los Angeles County Board of Supervisors

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David E. Janssen
Chief Administrative Officer

June 18, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ROCK THE VOTE MARKETING SERVICES - AMENDMENT NO. 1

(ALL SUPERVISORIAL DISTRICTS AFFECTED)
(3 VOTES REQUIRED FOR APPROVAL)

Los Angeles County Human Relations Commission

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President

Thomas A. Saenz, Esq.

Vice President

Adrian Dove

Vice President/Secretary

Susanne Cumming, Esq.

Vice President

Judy Coffman

Vice President

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Executive Director of the Human Relations Commission to execute a forthcoming Amendment No. 1 to Agreement No. 73991, with Rock the Vote to amend the Scope of Work and decrease the maximum contract obligation accordingly, upon review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the agreement with Rock The Vote (RTV) is to advance the strategic focus on youth of the county's Human Relations Commission (Commission), through a comprehensive, multi-year advertising and social marketing campaign aimed at reaching teens in high schools countywide, and engaging them in projects, programs and activities that will combat hate and promote positive human relations skills and learning.

The Commission and RTV have arrived at an understanding that in order to complete certain contract deliverables within the necessary timeframe, these deliverables need to be secured through other vendors. As a result, this amendment is necessary to allow for these deliverables to be omitted from the agreement and secured through a different provider.

Ray Bartlett

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Robin S. Toma, Esq.
Executive Director

Terri Villa-McDowell, Esq.
Asst. Exec. Dir., Programs

Eugene Stevenson
Asst. Exec. Dir., Admin./Fin.

Implementation of Strategic Plan Goals

The recommended Board action promotes and furthers the Board-approved County Vision Statement (particularly with respect to diversity as a value) and Strategic Plan Goals of Service Excellence, Fiscal Integrity, and Organizational Effectiveness.

It also furthers the Commission's strategic goal of building human relations infrastructure for youth and in the schools.

FISCAL IMPACT/FINANCING

The original contract amount of \$320,000 is fully covered by a Productivity Investment Fund grant of \$370,000, and an Information Technology Fund grant of \$36,400 with a \$13,600 contingency (for development and maintenance of an interactive youth-oriented website), and thus does not draw any funds from this department's general fund. The department will continue to raise additional funds for the youth public education campaign through a variety of strategies. However, the department will incur only those expenditures for which revenue has been obtained from outside the department's general fund monies. No increase in net County cost is required or anticipated as a result of the recommended action.

The proposed amendment would decrease the maximum contract obligation by approximately \$49,000, dependent on the changes required in the Scope of Work.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement and amendment are authorized by California Government Code Section 26227. The amendment will be reviewed and approved by County Counsel and the Chief Administrative Officer.

The agreement is to expire on May 14, 2004. The County has the option to extend the contract term for up to four additional twelve-month periods, for a maximum total contract term of six years. Any extension may be exercised by the Commission Executive Director, upon approval by County Counsel.

CONTRACTING PROCESS

In August 2001, a Request for Proposals (RFP) was released to the Department of Health Services' database of marketing firms. The RFP was also posted on the County's Small Business Procurement Web Site, as is required by Board order 59 of July 18, 2000. Three (3) proposals were received by the September 12, 2000

deadline, and were reviewed for compliance with the RFP criteria by an Evaluation Panel. All were checked and cleared of any relationships that might create a conflict of interest.

In January 2002, discussions began with Rock the Vote, the top-ranked proposer, to determine potential scope of work and timeline.

In February 2002, Rock the Vote made an initial presentation to the Commission. In March 2002, upon recommendation by the Commission's Executive Director and staff, the Commission voted to recommend contracting with Rock the Vote to your Board. The agreement was approved on May 14, 2002.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this amendment would assist the securing of crucial deliverables, thus enabling the Commission to utilize the power of the media to set a new tone, and to connect with teens countywide on issues that they grapple with each day. More importantly, this campaign would not rely solely upon an image or brief message in a public service announcement to make change in youth attitudes or behavior. Rather, it would give them the chance to spend more time and energy on the issues, via an interactive website and activities organized by school and community organizations. The campaign would allow them to gain knowledge and skills about successfully navigating in a complex, multicultural society. It could change attitudes and behavior for better human relations in a way that government-private partnerships have already done successfully for better public health (anti-tobacco and drug campaigns).

CONCLUSION

The Executive Officer is requested to return one stamped copy of the approved Board letter and its attachments, and two signed copies of the Contract to the Commission on Human Relations.

Respectfully submitted,



Robin S. Toma
Executive Director
Commission on Human Relations

The Honorable Board of Supervisors
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June 18, 2003

Attachments (1)

Contract, with attachments

c: David E. Janssen, Chief Administrative Officer
Jon W. Fullinwider, Chief Information Officer
Lloyd W. Pellman, County Counsel
Rev. Zedar E. Broadous, Commission President

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
Rock The Vote
FOR
MARKETING SERVICES**

This Contract and Exhibits made and entered into this ____day of _____, 2001 by and between the County of Los Angeles, hereinafter referred to as County and Rock the Vote, hereinafter referred to as Contractor.

RECITALS

WHEREAS, the County has determined that a social need exists to educate the County's youth as to the promotion of positive human relations; and

WHEREAS, the Contractor is a private firm specializing in providing Marketing Services targeted at teens and young adults; and

WHEREAS, this Contract is authorized under California Government Code Section 26227; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D and E are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A -Statement of Work
- 1.2 EXHIBIT B - Contractor's Proposed Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and any communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

- 2.5 **County Project Director:** Person designated by Director with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for twenty four months commencing on the day of execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the option to extend the Contract term for up to four additional twelve month periods, for a maximum total Contract term of six years. Each such option year shall be exercised individually by the Executive Director, upon approval by County Counsel.
- 4.3 Contractor shall notify the Human Relations Commission ("Commission") when this Contract is within six (6)

months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to the Commission at the address herein provided in Exhibit H.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum for the twenty four month period is \$320,000.00. However, in the event additional funds for this service are secured by County, then the maximum contract may be adjusted accordingly.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 Invoices and Payments

- 5.4.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in *Exhibit B- Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods,

services, and other work approved in writing by County.

5.4.2 Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.4.3 Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4.4 Contractor shall submit the monthly invoices to County by the 15th calendar day of the month following the month of service. No invoice will be approved for payment unless the following is included:

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Los Angeles County Human Relations Commission
320 W. Temple, Suite 1184
Los Angeles, CA 90012
Attn: Eugene Stevenson

5.5.6 **County Approval of Invoices.** All invoices submitted by Contractor for payment must have the written approval of County's Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval or denial take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit E. The

County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- Reviewing and approving Contractor's material approvals and invoices.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit I. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's core staff working on this project, including, but not limited to, Contractor's Project Manager. Contractor shall notify County in writing as to any proposed changes in Contractor's core staff, at least ten days prior to any such change.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Executive Director. Any unapproved assignment or delegation shall be null and void. Any payments by the Commission to any approved delegate or assignee on any claim under this Contract shall be deductible, at Commission's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for

any reason whatsoever without The Commission's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate change to any portion of the work required under this Contract and to any other provisions of this Contract. All such changes shall be accomplished only as provided in this Section.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, a Change Notice or Amendment shall be prepared and

executed by the Executive Director or his/her designee.

8.4.3 The Executive Director may, pursuant to the conditions of Paragraph 4.0 - Term of Contract, extend the term of this Contract. Contractor agrees that such extension(s) of time shall not change any other term or condition of this Contract during the period of such extension(s).

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) workdays after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) workdays.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) workdays of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Project Manager within three (3) workdays of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO*

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no

spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.10 CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement

personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN participants are available for hiring, County employees shall be given first priority.

8.11 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.11.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following:
(1) violated any term of a Contract with the

County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.11.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

8.11.6 A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the Hearing Board.

8.11.7 These terms shall also apply to Subcontractors of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall

implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.15 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for

all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.16 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized offices of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Changes Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents

8.17 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.18 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.19 INDEPENDENT CONTRACTOR STATUS

8.19.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.19.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.19.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with

any work performed by or on behalf of the Contractor pursuant to this Contract.

8.20 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Eugene Stevenson, Assistant Executive Director,
Administration & Finance

Los Angeles County Human Relations Commission
320 W. Temple, Suite 1184
Los Angeles, CA 90012

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in

this Contract;

- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the

County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits:
Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the

Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers compensation

benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 All time limits and required acts to be done by both parties are the essence of this Agreement. If Contractor fails to perform or complete the required work at the times set forth herein, then it is mutually understood and agreed that the nature of the resultant damages will be extremely difficult and impractical to fix. County and Contractor have endeavored to fix the amount of said damages in advance; such that the amount set forth hereinafter are the nearest and most exact measures of damages for such breach that can be fixed at or after such breach; and that, therefore, County and Contractor hereby fix the liquidated damages set forth hereinafter, not as a penalty or forfeiture for breach of this Agreement.

8.25.2 In any case of any such breach, County may assess liquidated damages of \$500.00 per day for each day, or part thereof that the deficiency continues and add said amount to the

amount due from the Contractor under this Agreement.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or

State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits H and I*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.33 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

8.33.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

8.33.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's

working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.33.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

8.33.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

8.33.5 Notwithstanding any other provision of this Contract County will not be obligated to Contractor in any way under Subparagraph 8.33.5 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 8.33.4 or for any disclosure which County is required to make under any state or federal law or order of court.

8.33.6 All the rights and obligations of this Paragraph 8.33 shall survive the expiration or termination of this Contract.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify

its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; or

During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the

County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment,

provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding

the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents before any subcontractor employee may perform any work hereunder to:

Eugene Stevenson, Assistant Executive
Director, Administration & Finance

Human Relations Commission

320 W. Temple, Suite 1184

Los Angeles, CA 90012

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD
SUPPORT COMPLIANCE**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Auditor-Controller or Board of Supervisors may terminate this Contract pursuant to Paragraph 8.43 - Termination for Default.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43 TERMINATION FOR DEFAULT

8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this

Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are

not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

8.43.4 If, after County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 - Termination for Convenience.

8.43.5 In the event County terminates this Contract in its entirety due to Contractor's default as provided in Subparagraph 8.43.1, Contractor and County agree that County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, County's costs of procurement of replacement services and

costs incurred due to delays in procuring such services. Therefore, Contractor and County agree that County shall, at its sole option and in lieu of the provisions of Subparagraph 8.43.2, be entitled to liquidated damages from Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to County for such actual damages. This amount of liquidated damages shall be either paid by Contractor to County by cash payment upon demand or, at the sole discretion of the (Department), or designee, deducted from any amounts due to Contractor by County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which County is otherwise entitled to under this Contract, and Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.22 - Indemnification.

8.43.6 The rights and remedies of County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any

determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general

assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Section 8.45, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

By _____

COUNTY OF LOS ANGELES

By _____

Chairman ~~Mayer~~, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By *Janice E. Smith*



APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By *Christina A. Salseda*
Christina A. Salseda
Deputy County Counsel
Public Services Division

30

MAY 14 2002

**EXHIBIT A
SCOPE OF WORK**

Violet Varona Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Goal: To promote tolerance, respect and understanding in county high schools through a youth oriented marketing campaign and to decrease hate violence in county schools.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS FOR EVALUATING OBJECTIVES & DOCUMENTATION
By 7/1/04, Rock the Vote will devise a comprehensive multi-year advertising and social marketing campaign, proposing a countywide theme for a notion of respect, understanding in all county schools successfully reaching 150,000 teens.	1.1. Develop plan describing how the existing budget can be used for greatest number of ad placements, and duration of ads including describing cooperative advertising strategies and proposed marketing partners	By 5/1/02 and ongoing	1.1. Contractor will provide or develop market research on target youth using existing research, focus groups or other studies to demonstrate how to most effectively reach the target audience (L.A. County youth of approximately 14-18 years of age). Maintain all materials on file. HRC will review campaign materials for approval.
By 12/01/02 RTV will design, build, maintain an interactive website that will attract 25,000 county youth to actively engage with quizzes, chats, dialogues and other information on various links relating to positive human relations, peace building, social interaction skills and other socially transformative information.	2.1 RTV will provide project charter and workplan, including: ■site architecture map ■information architecture documents ■editorial/content guide/graphics ■working beta site ■live site ■quality assurance ■quarterly reports, including polls, surveys, user demographics ■make enhancements/maintain the site monthly	By 12/01/02 and ongoing	2.1.a. Documents will be kept on file and submitted with monthly reports to HRC on number of monthly hits to website; number of visits to chatrooms; number of responses to on-line polls or surveys. HRC will review website construction information and website content for approval. 2.1.b. Demographic information on website users will be submitted to HRC on quarterly basis.
By 12/01/02, RTV campaign	2.2 RTV will work	By	2.2 Maintain all materials on

<p>1.1 successfully reach 1,000 county teens via the radio and other avenues for youth involvement that do not depend on internet access.</p>	<p>cooperatively with HRC partners doing youth human relations work</p> <p>2.2 b. RTV will bring school contests and celebrities' school visits as part of this campaign</p> <p>2.2 c. RTV will promote ideas for working with youth in schools including: doing workshops, holding contests with long-term human relations or peace building structures built into the contests, holding assemblies with key youth leaders, i.e., entertainers, sports figures, media figures</p>	<p>7/01/02 and ongoing</p> <p>By 10/01/02 and ongoing</p> <p>By 10/01/02 and ongoing</p>	<p>file. Contractor could document effectiveness of programs by maintaining materials that could include:</p> <ul style="list-style-type: none"> ■ random surveys of teens ■ response mechanism on ads ■ instant impact survey by running ads at selected locations, i.e., youth sporting event, and taking surveys on-site ■ surveys in classrooms, youth organizations <p>Calendar of youth events will be kept on file and submitted with monthly reports to HRC.</p>
<p>1.a. By 7/01/02, RTV will develop creative messages citing youth to peace and understanding in all appropriate media</p>	<p>3.1.a. Contractor will produce effective collateral to support the media buys, special events and youth public education program (if funding permits)</p>	<p>By 8/01/02 and ongoing</p>	<p>3.1.a. Contractor will provide measurement of long-term attitudinal changes to be done with pre-and post-testing to a set of questions designed to expose youth's attitudes towards others of different races, ethnicities, sexual orientation, religion just before the campaign hits and then measuring again after some specified time period after campaign runs. Documents will be kept on file and transmitted to HRC on annual basis. HRC will review messages for approval.</p>
<p>1.b. By 10/01/02, RTV will be responsible for production collateral that will compel youth to build peacekeeping skills</p>	<p>3.1.b. Will include production of stickers, posters, T-shirts, video game cards, CD-ROM disks, etc.</p>	<p>By 11/01/02 and ongoing</p>	<p>3.1.b. Distribution lists will be kept on file. HRC will review material for approval.</p>
<p>1.c. By 8/01/02, RTV will place advertising buys with emphasis on procuring public service spots, public service billboards and bus benches, that the campaign can leverage broadcast media buys with free space, cooperative marketing ventures with co-sponsors</p>	<p>3.1.c. Conduct enrollment campaign of major billboard companies, including Vista and Viacom to secure free space throughout the campaign; conduct enrollment campaign with theater distribution chains for procurement of free advertising</p>	<p>By 7/01/02 and ongoing</p>	<p>3.1.c. Letters of enrollment will be kept on file.</p>
<p>1.d. By 9/01/02, RTV will develop public service announcements for airtime in A. County English-language radio and television outlets.</p>	<p>3.1.d Conduct PSA campaign in major youth radio stations, appropriate times on television and movie house trailers. If funding permits, translate video PSAs into major languages.</p>	<p>By 10/01/02 and ongoing</p>	<p>3.1.d. Distribution lists and clipping service records noting when PSAs ran will be kept on file.</p>
<p>1.e. By 10/01/02 RTV present advertising schedule that will strive to coordinate balanced use of additional media outlets, e., print, electronic media, billboards or murals and non-traditional media, e., the internet.</p>	<p>3.1.e. Develop placement log with sites, dates of advertising, demographic information of community where advertising will appear and materials distributed in that school community.</p>	<p>By 8/01/02 and ongoing</p>	<p>3.1.e. Advertising distribution materials, purchases, demographic information will be kept on file and advertising schedules and billing statements documented in monthly reports to HRC.</p>

<p>1.f. By 12/01/02 RTV will develop and place at least 5 print PSAs in major youth oriented print media, ie., youth magazines.</p>	<p>3.1.f. Develop placement list with dates of PSA placement, demographics on readers and information obtained from response mechanism in advertisement, if any.</p>	<p>By 1/1/03 and ongoing</p>	<p>3.1.f. Maintain all materials on file. Materials to be submitted on annual basis to HRC.</p>
<p>1a. By 10/01/02 RTV will identify and enroll a minimum of five major corporate, business, foundation co-sponsors to obtain additional funds for the campaign</p>	<p>4.1a. RTV and County will collaborate to create a list of potential donors, and begin to do personal enrollment calls.</p>	<p>By 10/01/02</p>	<p>4.1a. Maintain all materials on file. Materials to be available for random sampling and auditing by HRC.</p>
<p>1b. By 12/02/02, RTV and C will raise \$100,000 in additional capital to augment marketing campaign efforts</p>	<p>4.1b. RTV and HRC will collaborate to write appropriate requests for funds to those donors and follow-up to attain fundraising goals.</p>	<p>By 10/01/02</p>	
<p>1c. By 7/01/04, RTV and C will raise a minimum of \$100,000 in additional capital to augment marketing campaign efforts</p>	<p>4.1c. RTV will take lead in developing funding contacts, including but not limited to maintaining contact logs for potential funders, developing proposals and providing follow-up to these donors.</p>	<p>By 7/01/04</p>	<p>4.1b. Maintain all materials on file. Materials to be available for random sampling and auditing by HRC.</p>
<p>1. RTV will measure campaign's success through object evaluation</p>	<p>5.1 a. Conduct longitudinal testing, testing attitudes or using other measurable criteria, including but not limited to ratio of hateful incidents or hate crimes reported by schools each year.</p>	<p>By 7/01/04</p>	<p>4.1.c. Maintain all materials on file. Materials to be available for random sampling and auditing by HRC.</p> <p>5.1.c. Maintain all materials on file. Materials to be submitted on annual basis to HRC.</p>

Exhibit B
Pricing Schedule

Contractor will receive a total of \$320,000.00 for services associated with the development of the Human Relations Public Education Media Campaign.

County will provide payment to Contractor as follows:
Contractor will receive \$7583.00 monthly for twenty-four (24) months. Additionally, Contractor will submit two proposed 12-month advertising, special promotions and materials budget to total no more than \$114,500.00 per year. Contractor will receive payment based on invoices for those amounts. In the event additional funding is raised, Contractor will submit revised advertising, special promotions and materials budget for review and approval by County.

C

Exhibit

Contractor's Proposed Schedule

Exhibit D
Contractor's EEO Certification

Exhibit E

County's Administration

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage paid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Executive Director of the Commission shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten days prior written notice thereof to the parties.

To County: Commission on Human Relations

1184 Hall of Records
320 West Temple Street
Los Angeles, California

90012

Attention:

Executive Director

Exhibit F

Contractor Administration

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage paid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by the parties by giving ten days prior written notice thereof to the parties.

To Contractor:

Rock the Vote is located at 10635 Santa Monica Blvd., Mail Box 22,
Los Angeles, CA 90025.

